

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE  <b>INTEGRATED RESOURCE CONTRACT</b> (Applicable to Contracts with Measurement after Harvest)		<b>Name of Contractor</b> <span style="float: right;"><b>**REVISED**</b></span>	
<b>National Forest</b> Six Rivers	<b>Ranger District</b> Mad River	<b>Region</b> Pacific S-West	<b>Contract Number</b>
<b>Contract Name</b> Smith Peak Stewardship Project		<b>Award Date</b>	<b>Termination Date</b> 12/31/2016

The parties to this contract are The United States of America, acting through the Forest Service, United States Department of Agriculture, hereinafter called Forest Service, and \_\_\_\_\_ hereinafter called Contractor.

Unless provided otherwise herein, Forest Service agrees to sell and permit Contractor to cut and remove Included Timber and Contractor agrees to purchase, cut, and remove Included Timber and complete required stewardship projects.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the award date.

**UNITED STATES OF AMERICA**

Two Witnesses: 2/

By: \_\_\_\_\_  
 Contracting Officer

\_\_\_\_\_  
 (Name)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Address)

\_\_\_\_\_  
 (Contractor) 3/

\_\_\_\_\_  
 (Name)

By: \_\_\_\_\_

\_\_\_\_\_  
 (Address)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Business Address)

I, 4/ \_\_\_\_\_, certify that I am the \_\_\_\_\_  
 Secretary of the corporation named as Contractor herein; that \_\_\_\_\_  
 who signed this contract on behalf of Contractor, was then \_\_\_\_\_  
 of the corporation; that the contract was duly signed for and in behalf of the corporation by authority of its governing body, and is  
 within the scope of its corporate powers.

**CORPORATE  
 SEAL 5/**

**INSTRUCTIONS:**

1/ If Contractor is a corporation, state a "corporation organized and existing under the laws of the State of \_\_\_\_\_" and specify the State; if Contractor is a partnership, state a "partnership consisting of \_\_\_\_\_" and specify the names of each partner; and if Contractor is a sole proprietor doing business under an assumed name, state "(n) individual doing business under the name of \_\_\_\_\_ City of \_\_\_\_\_, State of \_\_\_\_\_."

2/ The signatures and addresses of two witnesses are required if Contractor is other than a corporation.

3/ If Contractor is a co-partnership, the signatures should be: XYZ Company, by John Doe, a member of the firm. If Contractor is a corporation, form of signature should be: XYZ Company, by John Doe, President (or other officer or agent) and the seal of the corporation must be impressed or indicated.

4/ The certificate must be completed if Contractor is a corporation.

5/ For companies incorporated in States that require a corporation seal, if the corporation has no corporate seal that fact shall be stated, in which case a scroll or adhesive seal shall follow the corporate name.

**EXAMPLE 1/**

Subcontractor Certification  
Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Contract Name: \_\_\_\_\_  
National Forest: \_\_\_\_\_

The prospective subcontractor (participants in lower tier covered transactions) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency.

Where the prospective subcontractor is unable to certify to any of the statements in this certification, such prospective subcontractor shall attach an explanation to this proposal.

Name of Subcontractor: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_ Signature

1/ It is the Contractor's responsibility to have subcontractors complete this certification and to maintain a file of completed certifications. This certification does not need to be returned to the Forest Service, except at the written request of the Contracting Officer.

**A.0 - SPECIFIC CONDITIONS.** The following conditions apply to the indicated portions.

**A.1 - Location and Area,** applicable to B.1

This Contract Area of 1009.4 acres more or less is located in: T2S, R7E, Sections 26, 35, 36; T3S, R7E, Sections 1, 2, 12, 14, 24; T3S, R8E, Sections 6, 7, 18, 19; HB&M

**A.2 - Volume Estimate and Utilization Standards,** applicable to C.1, C.2, C.4, and G.4

Species	Product	Estimated Quantity	Unit of Measure	Minimum Specifications				
				Merchantable Tree		Piece Required to be Removed		
				Diameter Breast High (d.b.h.) (inches)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	Net Scale in % of Gross Scale 1/
Combined Softwood	Sawtimber	39,645.00	Ton	8.0	1	10	6.0	12

Timber Subject to Agreement under K-C.1.1#								
Other Hardwood	Non-Saw	unestimated	Ton	4.0	1	10	1.0	N/A
Combined Softwood	Cull Logs	unestimated	Ton	8.0	1	10	6.0	N/A
Other Softwood	Grn Bio Cv	unestimated	Ton	6.0	1	10	1.0	N/A
<b>Total Quantity</b>		39,645.00	Ton					

1/ Enter Merchantability Factor (Merch. Factor) or Net Scale in % of Gross Scale, whichever is appropriate.

**A.3- Timber Designations,** applicable to C.3; acres are approximate:

	<u>Number</u>	<u>Acres</u>
Clearcutting Units (C.3.1)	_____	_____
Specified Road Clearing (C.3.2)	<input type="text"/>	_____
Overstory Removal Units (C.3.3)	_____	_____
Understory Removal Units (C.3.4)	_____	_____
Individual Trees (C.3.5)	<input type="text"/>	1,009.4
Incompletely Marked Timber (C.3.6)	<input type="text"/>	_____

**A.4 - Timber Payment Rates**, applicable to D.1 and E.0

**A.4.1 - Escalated Rates**, applicable for Species and Products to be Paid for at Rates Escalated under D.2

Species	Product	Unit of Measure	Rates per Unit of Measure				Required Deposits Slash Disposal \$	Base Index
			Base \$	Advertised \$	Bid Premium \$	Bid (Tentative) \$		
<b>Not Applicable</b>								

**A.4.2 - Flat Rates**, applicable for Species and Products to be Paid for at Flat Rates

Species	Product	Unit of Measure	Rates per Unit of Measure				Required Deposits Slash Disposal \$
			Base \$	Advertised \$	Bid Premium \$	Bid (Flat) \$	
Combined Softwood	Sawtimber	Ton	.00	.72			1.78
<b>Timber Subject to Agreement under K-C.1.1#</b>							
Other Hardwood	Non-Saw	Ton	.00	5.00			.00
Combined Softwood	Cull Logs	Ton	.00	.50			.00
Other Softwood	Grn Bio Cv	Ton	.00	.10			.00

For purposes of convenience in collection and bookkeeping, Bid Rates stated in A.4 include payment of deposits for contract area betterment required pursuant to 16 USC 576b. Such deposits are not included as Required Deposits defined hereunder.

**A.4.3 - Stewardship Credits**, applicable E.2.2 and K-G.9#

Mandatory Stewardship Projects					
Project Number	Project Description	Units of Measure	Quantity	Bid Rate \$	Total Credits
1	Fuel Treatment Corridor Construction	Acres	40.00		

Optional Stewardship Projects						
Priority	Project Number	Project Description	Units of Measure	Quantity	Bid Rate \$	Total Credits
2	2	Fuel Treatment Corridor Construction	Acres	6.00		

The following definitions are established for the terms used in A.4:

**Base Rates** are the lowest rates of payment for timber that are authorized by this contract. Base Rates remain constant throughout the life of this contract and are not subject to change by rate redetermination, except for reduction under D.3.1, D.3.2, or D.3.3.

**Advertised Rates** are the minimum acceptable Bid Rates for timber, exclusive of Required Deposits. These rates are those indicated by appraisal, with a cost allowance made for construction of Specified Roads listed in A.7, but are never less than Base Rates.

**Bid Premium Rates** are the amounts by which Contractor's bid is in excess of Advertised Rates. The Bid Premium Rates are constant during this contract, except as provided in D.3.1, D.3.2, and D.3.3.

**Bid Rates** are the rates bid by Contractor (exclusive of Required Deposits for slash disposal, road maintenance, and contract scaling) and are the sum of Advertised Rates and Bid Premium Rates. Until a rate redetermination becomes effective, the Bid Rate for species and products in A.4.1 is the Tentative Rate that is subject to quarterly adjustment under D.2; for species and products in A.4.2, the Bid Rate is the Flat Rate.

**Required Deposits** are deposits that Contractor may be required to pay for slash disposal (16 USC 490), road maintenance (16 USC 537), and contract scaling (1994 Appropriations Act). Required Deposits may be adjusted as part of a rate redetermination or a Contract Term Extension. The table shows only Required Deposits for slash disposal; road maintenance deposits, if any, are given in K-F.3.2#; and contract scaling deposits, if any, are given in K-G.8.1.6#.

**Base Index** is the specified average of the lumber or other product selling value index used as the basis for computing adjustment in rates for variance in product selling value, as provided in D.2.

**A.5 - Indices Used in Quarterly Adjustment**, applicable to D.2

Species	Index Name and Date
<b>Not Applicable</b>	

**A.6 - High Stumps**, applicable to G.4.1.2

Species	Product	Maximum Stump Height * (inches)
Combined Softwood	Sawtimber	12

\* In Units 1a and 1c (north portion of unit), within 300 feet or visual sight distance of FR 2S12 stumps shall be flush cut.

**A.7 - Specified Roads**, applicable to F.2

Name and Date of Governing Road Specifications:

Project		Design Class	Appro. Length (mi./km.)	Sheet Numbers and Approval Date	Performance Responsibility		
Road No.	Name				Survey	Design	Construction Staking 1/
Not Applicable							

1/ Indicate timing, i.e., before clearing (BC) or after clearing (AC). Applicable to F.2.1.2.

**A.8 - Forest Service Engineering Completion Schedule**, applicable to F.2.1

Road No.	Road Name	Type of Work	Completion Date
Not Applicable			

**A.9 - Scaling Instructions and Specifications**, applicable to G.8

Name and Date of Governing Instructions: 100% Weight Scale

Scaling Specifications					
Species	Product	Maximum Scaling Length (feet)	Trim Allowance		
			Diameter Range (inches)	Length Range (feet)	Trim Allowance (inches)
Combined Softwood	Sawtimber	20	ALL	ALL	6

**A.10 - Scaling Services**, applicable to G.8.1

Species	Product	Unit of Measure	Site and Geographic Location	Method	Standard Estimated Cost per Unit \$
Combined Softwood	Sawtimber	Ton	Contract Area	Total (100%) Weight Scale	.00

**A.11 - Minimum Scaling Volumes**, applicable to G.8.1

Minimum volume for Continuous Scaling Services in two-week period 0 Ton per scaler

Minimum volume for Intermittent Scaling Services 0 Ton on a MONTH basis

**A.12 - Fire Precautionary Period**, applicable to H.2

May 01 to December 01, inclusive

**A.13 - Contractor's Responsibility to Furnish Crews and Equipment for:**

**Initial Fire Suppression**, applicable to H.3

Within 25 road miles

**Fire Suppression Reinforcement**, applicable to H.3.1.2 and H.3.1.3

Within 100 road miles

**A.14 - Contractor's Obligation per Operations Fire**, applicable to H.4.1

**Maximum Amount:** \$ \$14,000.00

**A.15 - Termination Date**, applicable to 1.2

December 31, 2016

**A.16 - Normal Operating Season**, applicable to G.3.1, G.6.6, 1.2.1 and J.3

**First Period:** May 15 to October 15, inclusive

**Second Period:** \_\_\_\_\_ to \_\_\_\_\_, inclusive

**A.17 - Performance Bond Amount**, applicable to J.1

**Performance Bond Amount:** \_\_\_\_\_

**A.18 - Downpayment**, applicable to E.2.1.1

**Downpayment Amount:** Not Applicable

**A.19 - Periodic Payment Amount**, applicable to E.2.1.3

	<u>Periodic Payment Determination Date</u>	<u>Amount</u>
<b>Initial Payment:</b>	<u>N/A</u>	<u>N/A</u>
<b>Additional Payment:</b>	<u>N/A</u>	<u>N/A</u>

**A.20 - Market-Related Contract Term Addition Producer Price Index**, applicable to 1.2.1.2

**Index Name:** Softwood Lumber **Index Number:** 0811



**A.21 - Inapplicable Provisions**

The following listed provisions - are hereby made inapplicable. (Instructions: List by reference number and title.)

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BI.2.1.2 MARKET-RELATED CONTRACT TERM ADDITION

**A.22 - List of Special Provisions in Part K**

The following listed special provisions are attached to and made a part of this contract. Provisions with reference numbers followed by # contain blanks into which data have been entered for this contract. (Instructions: List by reference number, title, and date.)

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K-C.1.1#	TIMBER SUBJECT TO AGREEMENT (09/2004)
K-C.3#	RESERVE TREES (09/2004)
K-C.3.5#	DESIGNATION OF TIMBER AND SUBDIVISION/PAYMENT UNIT BOUNDARIES (08/2007)
K-F.1.2#	USE OF ROADS BY CONTRACTOR (09/2004)
K-F.3.1#	ROAD MAINTENANCE REQUIREMENTS (09/2004)
K-F.3.2#	ROAD MAINTENANCE DEPOSIT SCHEDULE (09/2004)
K-F.3.5#	ROAD AND WATER SUPPLY USE (05/2008)
K-G.2.4#	SITE SPECIFIC SPECIAL PROTECTION MEASURES (09/2004)
K-G.3.1.5#	PROJECT OPERATIONS SCHEDULE (12/2006)
K-G.3.2#	PROTECTION OF RESERVE TREES (09/2004)
K-G.3.3.1	LOG TRUCKING (02/2005)
K-G.3.7	SUBSTITUTE METHODS (02/2005)
K-G.4.1#	FELLING, BUCKING, AND LIMBING (08/2007)
K-G.4.2#	GROUND BASED SKIDDING (12/2006)
K-G.4.2.5	CABLE AND SKYLINE YARDING (08/2007)
K-G.5	STREAMCOURSE PROTECTION (02/2005)
K-G.6#	EROSION PREVENTION AND CONTROL (05/2008)
K-G.7#	SLASH TREATMENT (12/2006)
K-G.8.1.5	THIRD PARTY SCALING SERVICES (09/2004)
K-G.9#	STEWARDSHIP PROJECTS (09/2004)
K-H.2#	SPECIFIED FIRE PRECAUTIONS (10/2010)
K-H.2.2#	EMERGENCY PRECAUTIONS (10/2010)
K-I.2.1.2	MARKET-RELATED CONTRACT TERM ADDITION (11/2008)
K-I.6.8# (Option 1)	USE OF TIMBER (09/2004)